

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant  Sidley Austin LLP 1501 K Street, NW Washington, DC 20005		2. Registration No.  3731
3. Name of foreign principal  The Office of the Privacy Commissioner of Canada	4. Principal address of foreign principal  Place de Ville, Tower B 112 Kent Street, Suite 300 Ottawa, Ontario K1A 1H3 Canada	
5. Indicate whether your foreign principal is one of the following:  <input checked="" type="checkbox"/> Foreign government  <input type="checkbox"/> Foreign political party  <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: <div style="display: flex;"><div style="flex: 1;"><div>a) Branch or agency represented by the registrant. The Office of the Privacy Commissioner of Canada</div><div>b) Name and title of official with whom registrant deals. Jennifer Stoddart, Privacy Commissioner of Canada</div></div><div style="flex: 0.1; text-align: center; font-size: small; transform: rotate(-90deg);">CRM/CES/REGISTRATION UNIT</div><div style="flex: 0.1; text-align: center; font-size: small;">JUN 6 MAY 10 PM 4:35</div></div>		
7. If the foreign principal is a foreign political party, state: <div style="display: flex;"><div style="flex: 1;"><div>a) Principal address.</div><div>b) Name and title of official with whom registrant deals.</div><div>c) Principal aim</div></div><div style="flex: 0.1; text-align: center; font-size: small; transform: rotate(-90deg);">CRM/CES/REGISTRATION UNIT</div><div style="flex: 0.1; text-align: center; font-size: small;">JUN 6 MAY 10 PM 4:35</div></div>		

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A	Name and Title	Signature
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**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**Privacy Act Statement.** Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Sidley Austin LLP

2. Registration No.

3731

3. Name of Foreign Principal

The Office of the Privacy Commissioner of Canada as representative of  
Her Majesty the Queen in Right of Canada

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

- (i) Track legal issues and key events in Washington; D.C., United States of America related to privacy law.
- (ii) Monitor emerging areas of privacy law at the state; federal and international levels; viewed from a U.S. perspective.
- (iii) On an as-required basis, and with prior approval; accompany or represent the Commissioner at key legal meetings or conferences in the United States and provide debriefings on developments arising from such legal meetings or conferences.
- (iv) Facilitate communication between the Commissioner and relevant legal stakeholders in the United States.
- (v) Prepare legal opinions as requested on specific privacy law issues from a United States law perspective (e.g. trans-border data flows).
- (vi) Provide advice to the Commissioner on content and/or approach for key speeches to be presented to American audiences (e.g. American Bar Association on May 5th, 2006).

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

To facilitate communication between the Commissioner and relevant legal stakeholders in the U.S. including by accompanying or representing the Commissioner at key legal meetings or conferences in the U.S.

Date of Exhibit B	Name and Title	Signature
5/10/06		

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

# CONTRACT FOR LEGAL SERVICES

THIS CONTRACT made in duplicate as of April 5, 2006.

B E T W E E N:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Privacy Commissioner of Canada (hereinafter referred to as the "Commissioner") on behalf of the Office of the Privacy Commissioner (hereinafter referred to as the "Office")**

OF THE FIRST PART

- and -

**SIDLEY AUSTIN LLP  
ATTORNEYS AT LAW  
1501 K STREET N.W.  
WASHINGTON, D.C., U.S.A., 20005  
Tel.: 1-202-736-8000**

hereinafter referred to as "Legal Counsel" or "Contractor"

OF THE SECOND PART

For the purpose of this Contract, the Commissioner hereby designates as PROJECT AUTHORITY:

**JENNIFER STODDART**, Privacy Commissioner of Canada  
Office of the Privacy Commissioner of Canada  
Place de Ville, Tower B  
112 Kent Street, Suite 300  
Ottawa, Ontario K1A 1H3  
Tel: (613) 995-7320  
Fax: (613) 947-6850  
E-mail: [jstoddart@privcom.gc.ca](mailto:jstoddart@privcom.gc.ca)

- and/or -

2006 MAY 10 PM 4:35  
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**PATRICIA KOSSEIM**, General Counsel  
Legal Services Branch  
Office of the Privacy Commissioner of Canada  
Place de Ville, Tower B  
112 Kent Street, Suite 300  
Ottawa, Ontario K1A 1H3

Tel: (613) 995-7319  
Fax: (613) 947-4192  
E-mail: pkosseim@privcom.gc.ca

**WHEREAS** the Commissioner has a requirement for the services of an external Legal Counsel to provide the work as described in Appendix "A".

**WHEREAS**, pursuant to subsection 58(2) of the *Privacy Act*, the Commissioner may engage on a temporary basis the services of persons having technical or specialized knowledge of any matter relating to the work of the Commissioner, to advise and assist the Commissioner in the performance of his or her duties and functions;

**WHEREAS** Legal Counsel is particularly qualified to provide the services contemplated by this Contract;

**WHEREAS** Legal Counsel is willing to devote his or her time in order to provide the services contemplated by this Contract; and

**WHEREAS** Enhanced Reliability is the minimum requirement for all contracts and shall be met by Legal Counsel and/or individual(s) engaged to perform the work under this Contract.

**WITNESSETH THAT IN CONSIDERATION** of the mutual covenants and agreements hereinafter set forth and contained the parties agree as follows:

1. This Contract is effective as of **April 5, 2006 to March 31, 2007**. Legal Counsel shall provide the services as described in Appendix "A" (hereinafter referred to as the "Work") and in accordance with the fee rates stated.
2. Legal Counsel will take instructions from the Project Authority.
3. All communications will be with the Project Authority.
4. Legal Counsel shall not make any comment to the media with respect to any matter arising in the course of fulfilling this Contract.

5. As described in paragraph 12, all information that comes to the attention of Legal Counsel, and all background opinions, documents, reports, papers or other matters produced by Legal Counsel in relation to this Contract shall be held in confidence and treated as if subject to solicitor-client privilege.
6. Legal Counsel assures the Office of the absence of any known conflict of interest in respect of any legal services to be rendered under the terms of this Contract, after diligent review of information from its conflicts database and other appropriate inquiries. Legal Counsel may represent another client adverse in interest to the Commissioner or Office if Legal Counsel is not already representing the Commissioner or Office in that matter and the matter is not related to Legal Counsel's representation of the Commissioner or Office. Legal Counsel may represent any other client adverse to or before any other office or component of the Canadian Government in any matter not related to Legal Counsel's representation of the Commissioner or Office.
7. Legal Counsel shall not, without prior approval of the Project Authority, instruct any other barrister, solicitor, or notary in connection with any matter for which Legal Counsel has been engaged under the terms of this Contract.
8. The Work will be performed in the official language appropriate to the circumstance.
9.
  - (1) The Office shall pay to the Legal Counsel a sum not exceeding **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) IN CANADIAN FUNDS, inclusive of related disbursements**, for the satisfactory performance of the Work described in Appendix "A", and in accordance with the terms and conditions therein. Payment is to be made within thirty (30) days of receipt of the invoice. The foregoing shall be the maximum liability of Her Majesty to the Legal Counsel hereunder. Legal Counsel shall become entitled to its fees and disbursements based on actual hours worked and fees disbursed. Legal Counsel will have no obligation to perform the Work described in Appendix "A" after remitting invoices totalling more than this sum.
  - (2) Legal Counsel will remit invoices on a monthly basis during the term of this Contract showing separately, hours worked, periods and cost of travel and living expenses. The fiscal year for the Office is April 1<sup>st</sup> to March 31<sup>st</sup>. Accounts for work performed in a fiscal year must be submitted within ten (10) days of the end of the fiscal year, even if the entire work has not yet been completed.

- (3) Legal Counsel must provide the following certification with each account:

***I hereby certify that the services herein referred to were rendered by me or the members of the firm identified herein and this account truly shows the nature of the services rendered, the time taken, the fees claimed, the disbursements made and all monies received in this matter.***

- (4) The accounts of Legal Counsel are subject to review by the Project Authority.
- (5) The Project Authority will certify in accordance with the *Financial Administration Act* that the fees are in accordance with the agreed rate and that the fees are reasonable and representative of services provided before the accounts are paid.
- (6) Fair and reasonable disbursements will be reimbursed to Legal Counsel in accordance with clause 9(1) of this Contract. In determining what are "fair and reasonable" disbursements, three (3) components will be considered:
- Treasury Board Guidelines pertaining to travel and accommodation
  - Accepted practices recognized by the Office based on experience
  - Discretion exercised by the Project Authority within the limits of her delegated financial authority
- (7) Receipts for disbursements for travel and accommodation expenditures must accompany the account.
- (8) Legal Counsel must give full particulars of all activities related to preparation, research, travel, interviews, telephone calls, correspondence, meetings etc., and indicate time spent on each activity.
10. This Contract may be terminated:
- (a) by any party hereto upon thirty (30) days' notice of termination in writing; and
  - (b) forthwith by the Project Authority by notice in writing if, in his or her sole and unfettered discretion, he or she determines that the services of the Legal Counsel hereunder are not satisfactory.

In the event Legal Counsel terminates the Contract, it shall take such steps as are reasonably practicable to protect the interests of the Commissioner and Office under this Contract.



11. This Contract may be amended or extended by the Project Authority by notice in writing if, in his or her sole and unfettered discretion, he or she determines that an amendment or extension is required.
12. This Contract is a contract for the performance of a service and the Legal Counsel is engaged under the Contract as an independent Legal Counsel for the sole purpose of providing a service. Neither the Legal Counsel nor the Legal Counsel's personnel is engaged by the contract as an employee, servant or agent of Her Majesty.
13. All non-public records prepared or provided in relation to this matter shall be kept confidential in accordance with applicable rules of professional responsibility and shall be returned on request to the custody of the Office upon completion of the matter.
14. The Legal Counsel agrees to abide by the laws of Canada, including laws relating to copyright and specifically agrees not to transfer or copy by any electronic or other means any software owned by or licensed to the Office. The Legal Counsel also agrees that such software is only to be used for the purposes of work carried out on behalf of the Office and for no other purpose.
15. No member of the House of Commons shall be admitted to any part of this Contract or to any benefit arising therefrom.
16. The Legal Counsel certifies that he or she has read Appendix "B" regarding contingency fees to lobbyists and agrees to abide with the requirements thereof.
17. The Legal Counsel shall not assign the benefits or burden of this Contract to any other person, firm or company.
18. This Contract shall for all purposes be governed by and construed in accordance with the laws of the Province of Ontario.
19. The Legal Counsel certifies that the information provided regarding the legal name, address and telephone number is correct and complete, and fully discloses the identification of this Legal Counsel.
20. The Legal Counsel certifies that it will file any required registrations under applicable United States law prior to representing the Commissioner or Office under this Contract.
21. **THE OFFICE OF THE PRIVACY COMMISSIONER IS A SCENT-FREE ENVIRONMENT.**

22. All notice and communications to the Commissioner or Office in connection with this Contract shall be addressed to:

**JENNIFER STODDART**, Privacy Commissioner of Canada  
Office of the Privacy Commissioner of Canada  
Place de Ville, Tower B  
112 Kent Street, Suite 300  
Ottawa, Ontario K1A 1H3  
Tel: (613) 995-7320  
Fax: (613) 947-6850  
E-mail: jstoddart@privcom.gc.ca

- and/or -

**PATRICIA KOSSEIM**, General Counsel  
Legal Services Branch  
Office of the Privacy Commissioner of Canada  
Place de Ville, Tower B  
112 Kent Street, Suite 300  
Ottawa, Ontario K1A 1H3  
Tel: (613) 995-7319  
Fax: (613) 947-4192  
E-mail: pkosseim@privcom.gc.ca

All notices and communications to the Legal Counsel in connection with this Contract shall be addressed to:

**EDWARD R. McNICHOLAS**  
Sidley Austin LLP  
Attorneys at Law  
1501 K Street N.W.  
Washington, D.C., U.S.A., 20005  
Tel. (general): 1-202-736-8000  
Tel. (direct): 1-202-736-8010  
Fax: 1-202-736-8711  
E-mail: emcnicholas@sidley.com

All notices and communications shall be effectively given if sent by letter addressed to the Legal Counsel at the Legal Counsel's address as given in this Contract, and shall be deemed to have been received by the Legal Counsel at the time when in the ordinary course the letter should have reached its destination.

**IN WITNESS WHEREOF** this Contract has been executed on behalf of **Her Majesty the Queen in Right of Canada as represented by the Privacy Commissioner of Canada** on behalf of the **Office of the Privacy Commissioner of Canada** by its duly authorized officers and has been executed on behalf of **SIDLEY AUSTIN LLP** by its duly authorized officer(s) or representative(s).

**SIGNED, SEALED AND DELIVERED**

**HER MAJESTY THE QUEEN** in Right of Canada as represented by the Privacy Commissioner of Canada on behalf of the Office of the Privacy Commissioner of Canada

May 5, 2006  
Date

Jennifer Stoddart  
**JENNIFER STODDART**

Privacy Commissioner of Canada

On behalf of the Office of the Privacy Commissioner of Canada

May 5, 2006  
Date

Edward R. McNicholas  
**EDWARD R. McNICHOLAS**

Lawyer

On behalf of the Legal Counsel

## APPENDIX "A"

### TERMS OF ENGAGEMENT FOR EXTERNAL LEGAL COUNSEL

**Contract No:**        **SIDLEY-06/07-01**

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**SIDLEY AUSTIN LLP** ("Legal Counsel") will provide the following services to the Office of the Privacy Commissioner of Canada (the "Commissioner"), on matters relevant to the mandate of the Commissioner, in their capacity as legal counsel qualified to practice law in the United States:

- i)    **Track legal issues and key events in Washington, D.C., United States of America related to privacy law.**
  - ii)   **Monitor emerging areas of privacy law at the state, federal and international levels, viewed from a U.S. perspective.**
  - iii)   **On an as-required basis, and with prior approval, accompany or represent the Commissioner at key legal meetings or conferences in the United States and provide debriefings on developments arising from such legal meetings or conferences.**
  - iv)   **Facilitate communication between the Commissioner and relevant legal stakeholders in the United States.**
  - v)    **Prepare legal opinions as requested on specific privacy law issues from a United States law perspective (e.g. trans-border data flows).**
  - vi)   **Provide advice to the Commissioner on content and/or approach for key speeches to be presented to American audiences (e.g. American Bar Association on May 5<sup>th</sup>, 2006).**
1.    The hourly billing rate of Legal Counsel is **Five Hundred Dollars (\$500.00 U.S.)** per hour for the services of **EDWARD R. McNICHOLAS**, **Four Hundred and Twenty-Five Dollars U.S. (\$425.00 U.S.)** per hour for the services of **JENNIFER TATEL**, and **Two Hundred and Fifty Dollars U.S. (\$250.00 U.S.)** per hour for the services of **ERIKA STILLABOWER**.
  2.    Legal Counsel may seek assistance from legal assistants or paralegals or law clerks as required. The hourly rate for legal assistants or paralegals or law clerks is **One Hundred and Ten Dollars U.S. (\$110.00 U.S.)** to **One Hundred and Sixty-Five Dollars U.S. (\$165.00 U.S.)** per hour.

## APPENDIX "B"

### CERTIFICATION - CONTINGENCY FEES

1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
3. If the Contractor certifies falsely under this section, or is in default of the obligations contained therein, the Project Authority may either terminate this Contract for default provisions of the Contract or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.
4. In this Section:
  - a) **"contingency fee"** means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government of Canada Contract or negotiating the whole or any part of its terms.
  - b) **"employee"** means a person with whom the Contractor has an employer/employee relationship;
  - c) **"person"** includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.